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11 BLAKE ANDERSON

12 UNITED STATES DISTRICT COURT

13 CENTRAL DISTRICT OF CALIFORNIA

14 BLAKE ANDERSON

15 Plaintiff,

16 v.

17 COUNTY OF LOS ANGELES;

18 SHERIFF ALEJANDRO

19 VILLANUEVA, CHRISTOPHER H.

20 RODRIGUEZ, LUIS I. HERNANDEZ

21 ESTRADA, and DOES 3 through 10,

22 inclusive,

23 Defendants.

Case No.: 2:23-cv-09044-FMO-E

[Assigned for all purposes, to the  
Honorable Judge Fernando M. Olguin,  
in Courtroom 6D]

**STIPULATED PROTECTIVE  
ORDER**

Action Filed: October 26, 2023  
Trial Date: June 09, 2026

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1 **1. INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the court to enter the following Stipulated Protective Order.  
7 The parties acknowledge that this Order does not confer blanket protections on all  
8 disclosures or responses to discovery and that the protection it affords from public  
9 disclosure and use extends only to the limited information or items that are entitled  
10 to confidential treatment under the applicable legal principles.

11 1.2 Good Cause Statement.

12 This action is likely to involve information for which special protection from  
13 public disclosure and from use for any purpose other than prosecution of this action  
14 is warranted. Such confidential and proprietary materials and information consist  
15 of, among other things, , information otherwise generally unavailable to the public,  
16 or which may be privileged or otherwise protected from disclosure under state or  
17 federal statutes, court rules, case decisions, or common law. Accordingly, to  
18 expedite the flow of information, to facilitate the prompt resolution of disputes over  
19 confidentiality of discovery materials, to adequately protect information the parties  
20 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
21 necessary uses of such material in preparation for and in the conduct of trial, to  
22 address their handling at the end of the litigation, and serve the ends of justice, a  
23 protective order for such information is justified in this matter. It is the intent of  
24 the parties that information will not be designated as confidential for tactical reasons  
25 and that nothing be so designated without a good faith belief that it has been  
26 maintained in a confidential, non-public manner, and there is good cause why it  
27 should not be part of the public record of this case.

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1           1.3 Acknowledgment of Procedure for Filing Under Seal. The parties  
2 further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
3 Protective Order does not entitle them to file confidential information under seal;  
4 Local Rule 79-5 sets forth the procedures that must be followed and the standards  
5 that will be applied when a party seeks permission from the court to file material  
6 under seal.

7           There is a strong presumption that the public has a right of access to judicial  
8 proceedings and records in civil cases. In connection with non-dispositive motions,  
9 good cause must be shown to support a filing under seal. *See Kamakana v. City*  
10 *and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests.*  
11 *of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-*  
12 *Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
13 protective orders require good cause showing), and a specific showing of good  
14 cause or compelling reasons with proper evidentiary support and legal justification,  
15 must be made with respect to Protected Material that a party seeks to file under seal.  
16 The parties' mere designation of Disclosure or Discovery Material as  
17 CONFIDENTIAL does not—without the submission of competent evidence by  
18 declaration, establishing that the material sought to be filed under seal qualifies as  
19 confidential, privileged, or otherwise protectable—constitute good cause.

20           Further, if a party requests sealing related to a dispositive motion or trial, then  
21 compelling reasons, not only good cause, for the sealing must be shown, and the  
22 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
23 *See Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each  
24 item or type of information, document, or thing sought to be filed or introduced  
25 under seal in connection with a dispositive motion or trial, the party seeking  
26 protection must articulate compelling reasons, supported by specific facts and legal  
27 justification, for the requested sealing order. Again, competent evidence supporting  
28 the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

## **2. DEFINITIONS**

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 Final Disposition: the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the

1 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
2 this Action, including the time limits for filing any motions or applications for  
3 extension of time pursuant to applicable law.

4       2.9 In-House Counsel: attorneys who are employees of a party to this  
5 Action. In-House Counsel does not include Outside Counsel of Record or any other  
6 outside counsel.

7       2.10 Non-Party: any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.

9       2.11 Outside Counsel of Record: attorneys who are not employees of a party  
10 to this Action but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
12 has appeared on behalf of that party, and includes support staff.

13       2.12 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18       2.14 Professional Vendors: persons or entities that provide litigation-  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22       2.15 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24       2.16 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

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1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Stipulated Protective Order does not govern the use of Protected  
9 Material at trial.

10 **4. TRIAL AND DURATION**

11 The terms of this Stipulated Protective Order apply through Final Disposition  
12 of the Action.

13 Once a case proceeds to trial, information that was designated as  
14 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and  
15 used or introduced as an exhibit at trial becomes public and will be presumptively  
16 available to all members of the public, including the press, unless compelling  
17 reasons supported by specific factual findings to proceed otherwise are made to the  
18 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81  
19 (distinguishing “good cause” showing for sealing documents produced in discovery  
20 from “compelling reasons” standard when merits-related documents are part of  
21 court record). Accordingly, for such materials, the terms of this Stipulated  
22 Protective Order do not extend beyond the commencement of the trial.

23 Even after Final Disposition of this litigation, the confidentiality obligations  
24 imposed by this Stipulated Protective Order shall remain in effect until a  
25 Designating Party agrees otherwise in writing or a court order otherwise directs.

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1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under  
4 this Order must take care to limit any such designation to specific material that  
5 qualifies under the appropriate standards. The Designating Party must designate  
6 for protection only those parts of material, documents, items, or oral or written  
7 communications that qualify so that other portions of the material, documents,  
8 items, or communications for which protection is not warranted are not swept  
9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating  
14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in  
19 this Stipulated Protective Order (*see, e.g.,* second paragraph of section 5.2(a)  
20 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
21 qualifies for protection under this Stipulated Protective Order must be clearly so  
22 designated before the material is disclosed or produced.

23 Designation in conformity with this Stipulated Protective Order requires:

24 (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or trial  
26 proceedings), that the Producing Party affix at a minimum, the legend  
27 "CONFIDENTIAL" to each page that contains protected material. If only a portion  
28 or portions of the material on a page qualifies for protection, the Producing Party



1 also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed CONFIDENTIAL. After the inspecting Party has identified the documents  
8 it wants copied and produced, the Producing Party must determine which  
9 documents, or portions thereof, qualify for protection under this Stipulated  
10 Protective Order. Then, before producing the specified documents, the Producing  
11 Party must affix the “CONFIDENTIAL” legend to each page that contains  
12 Protected Material. If only a portion or portions of the material on a page qualifies  
13 for protection, the Producing Party also must clearly identify the protected  
14 portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party  
16 identify the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary  
19 and for any other tangible items, that the Producing Party affix in a prominent place  
20 on the exterior of the container or containers in which the information is stored the  
21 “CONFIDENTIAL” legend. If only a portion or portions of the information  
22 warrants protection, the Producing Party, to the extent practicable, shall identify the  
23 protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive  
26 the Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable  
28 efforts to assure that the material is treated in accordance with the provisions of this

1 Stipulated Protective Order.

2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of confidentiality at any time that is consistent with the court's  
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37.1 et seq.

8 6.3 The burden of persuasion in any such challenge proceeding shall be on  
9 the Designating Party. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
11 parties) may expose the Challenging Party to sanctions. Unless the Designating  
12 Party has waived or withdrawn the confidentiality designation, all parties shall  
13 continue to afford the material in question the level of protection to which it is  
14 entitled under the Producing Party's designation until the court rules on the  
15 challenge.

16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that  
18 is disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the Action reaches a Final Disposition, a  
22 Receiving Party must comply with the provisions of section 13 below.

23 Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Stipulated Protective Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
27 otherwise ordered by the court or permitted in writing by the Designating Party, a  
28 Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only:

2 (a) to the Receiving Party’s Outside Counsel of Record in this  
3 Action, as well as employees of said Outside Counsel of Record to whom it is  
4 reasonably necessary to disclose the information for this Action;

5 (b) to the officers, directors, and employees (including House  
6 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
7 Action;

8 (c) to Experts (as defined in this Order) of the Receiving Party to  
9 whom disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) to the court and its personnel;

12 (e) to court reporters and their staff;

13 (f) to professional jury or trial consultants, mock jurors, and  
14 Professional Vendors to whom disclosure is reasonably necessary for this Action  
15 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
16 A);

17 (g) to the author or recipient of a document containing the  
18 information or a custodian or other person who otherwise possessed or knew the  
19 information;

20 (h) during their depositions or in preparation thereof, to witnesses,  
21 and attorneys for witnesses, in the Action to whom disclosure is reasonably  
22 necessary, provided: (1) the deposing party requests that the witness sign the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the witness  
24 will not be permitted to keep any confidential information unless they sign the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
26 agreed by the Designating Party or ordered by the court. Pages of transcribed  
27 deposition testimony or exhibits to depositions that reveal Protected Material may  
28 be separately bound by the court reporter and may not be disclosed to anyone except

1 as permitted under this Stipulated Protective Order; and

2 (i) to any mediator or settlement officer, and their supporting  
3 personnel, mutually agreed upon by any of the parties engaged in settlement  
4 discussions.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation  
8 that compels disclosure of any information or items designated in this Action as  
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such  
11 notification shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or  
13 order to issue in the other litigation that some or all of the material covered by the  
14 subpoena or order is subject to this Protective Order. Such notification shall include  
15 a copy of this Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be  
17 pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party  
19 served with the subpoena or court order shall not produce any information  
20 designated in this action as “CONFIDENTIAL” before a determination by the court  
21 from which the subpoena or order issued, unless the Party has obtained the  
22 Designating Party’s permission. The Designating Party shall bear the burden and  
23 expense of seeking protection in that court of its confidential material and nothing  
24 in these provisions should be construed as authorizing or encouraging a Receiving  
25 Party in this Action to disobey a lawful directive from another court.

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1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
2 **PRODUCED IN THIS LITIGATION**

3 9.1 Application. The terms of this Stipulated Protective Order are  
4 applicable to information produced by a Non-Party in this Action and designated as  
5 “CONFIDENTIAL.” Such information produced by Non-Parties in connection  
6 with this litigation is protected by the remedies and relief provided by this Order.  
7 Nothing in these provisions should be construed as prohibiting a Non-Party from  
8 seeking additional protections.

9 9.2 Notification. In the event that a Party is required, by a valid discovery  
10 request, to produce a Non-Party’s confidential information in its possession, and  
11 the Party is subject to an agreement with the Non-Party not to produce the Non-  
12 Party’s confidential information, then the Party shall:

13 (a) promptly notify in writing the Requesting Party and the Non-  
14 Party that some or all of the information requested is subject to a confidentiality  
15 agreement with a Non-Party;

16 (b) make the information requested available for inspection by the  
17 Non-Party, if requested.

18 9.3 Conditions of Production. If the Non-Party fails to seek a protective  
19 order from this court within 14 days of receiving the notice and accompanying  
20 information, the Receiving Party may produce the Non-Party’s confidential  
21 information responsive to the discovery request. If the Non-Party timely seeks a  
22 protective order, the Receiving Party shall not produce any information in its  
23 possession or control that is subject to the confidentiality agreement with the Non-  
24 Party before a determination by the court. Absent a court order to the contrary, the  
25 Non-Party shall bear the burden and expense of seeking protection in this court of  
26 its Protected Material.

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1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
7 or persons to whom unauthorized disclosures were made of all the terms of this  
8 Order, and (d) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” (Exhibit A).

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
11 **OTHERWISE PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection,  
14 the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of  
15 the Federal Rules of Civil Procedure. This provision is not intended to modify  
16 whatever procedure may be established in an e-discovery order that provides for  
17 production without prior privilege review. Pursuant to Rules 502(d) and (e) of the  
18 Federal Rules of Evidence, insofar as the parties reach an agreement on the effect  
19 of disclosure of a communication or information covered by the attorney-client  
20 privilege or work product protection, the parties may incorporate their agreement  
21 in the stipulated protective order submitted to the court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order  
24 abridges the right of any person to seek its modification by the court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Stipulated Protective Order no Party waives any right it otherwise would have to  
27 object to disclosing or producing any information or item on any ground not  
28 addressed in this Stipulated Protective Order. Similarly, no Party waives any right

1 to object on any ground to use in evidence of any of the material covered by this  
2 Stipulated Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Local Rule 79-5. Protected Material may only  
5 be filed under seal pursuant to a court order authorizing the sealing of the specific  
6 Protected Material at issue. If a Party's request to file Protected Material under seal  
7 is denied by the court, then the Receiving Party may file the information in the  
8 public record unless otherwise instructed by the court.

9 **13. FINAL DISPOSITION**

10 After the Final Disposition of this Action, as defined in paragraph 4, within  
11 60 days of a written request by the Designating Party, each Receiving Party must  
12 return all Protected Material to the Producing Party or destroy such material. As  
13 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
14 compilations, summaries, and any other format reproducing or capturing any of the  
15 Protected Material. Whether the Protected Material is returned or destroyed, the  
16 Receiving Party must submit a written certification to the Producing Party (and, if  
17 not the same person or entity, to the Designating Party) by the 60 day deadline that  
18 (1) identifies (by category, where appropriate) all the Protected Material that was  
19 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
20 copies, abstracts, compilations, summaries or any other format reproducing or  
21 capturing any of the Protected Material. Notwithstanding this provision, Counsel is  
22 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
23 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
24 exhibits, expert reports, attorney work product, and consultant and expert work  
25 product, even if such materials contain Protected Material. Any such archival  
26 copies that contain or constitute Protected Material remain subject to this Protective  
27 Order as set forth in Section 4.

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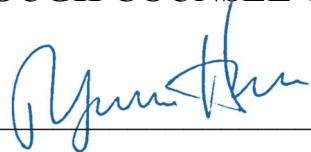


1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by any  
3 and all appropriate measures including, without limitation, contempt proceedings  
4 and/or monetary sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6  
7 DATED: July 10, 2025

  
\_\_\_\_\_  
Attorney(s) for Plaintiff(s)

8  
9  
10 DATED: July 10, 2025

/s/ Kimberly Sarmiento  
\_\_\_\_\_  
Attorney(s) for Defendants, County of Los  
Angeles and Deputy Luis Hernandez

11  
12  
13 DATED: July 10, 2025

/s/ Sara M. Greco  
\_\_\_\_\_  
Attorney(s) for Defendant, Deputy  
Christopher Rodriguez

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17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18  
19 DATED: July 11, 2025

  
\_\_\_\_\_

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21 CHARLES F. EICK

22 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Central District of  
California on [date] in the case of \_\_\_\_\_ [insert  
formal name of the case and the number and initials assigned to it by the  
court]. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is subject  
to this Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Stipulated  
Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_